

33695

AMENDMENT OF VOLUNTARY AGREEMENT

Made this ____ day of October 1996, by and between PREMIER YACHTS, INC. t/a ODYSSEY CRUISES ("the Licensee") and ADVISORY NEIGHBORHOOD COMMISSION 2D, ("the ANC").

WITNESSETH

WHEREAS, the parties signed a voluntary agreement on August 11, 1995 in which they agreed (Sec.1e) to review the requirements for parking spaces; and,

WHEREAS, the Licensee has presented the ANC with a study of its passengers means of arrival indicating that the automobile parking provided by Licensee exceeds the number required for use by its passengers;

NOW THEREFORE, the parties agree the total number of automobile spaces required under their voluntary agreement shall be reduced from 200 to 104, effective July 9, 1996.

IN WITNESS WHEREOF, the parties have affixed hereto their hands and seals.


FOR LICENSEE:

FOR ANC 2D:

By:  10/8/96By:  ECKLES

App No 33695

VOLUNTARY AGREEMENT

Made this ~~17th~~ ^{August 1997} day of ~~July, 1997~~, by and between PREMIER YACHTS, INC. t/a 

ODYSSEY CRUISES ("Applicant") and ADVISORY NEIGHBORHOOD COMMISSION ("ANC") 2D ("Protestant").

WITNESSETH

WHEREAS, Applicant intends to operate a six hundred (600) passenger marine vessel known as "ODYSSEY III", to offer fine dining and entertainment while cruising the waters of the Potomac River from the facilities of The Gangplank Marina ("Marina") at 600 Water Street, S.W.;

WHEREAS, pending before the Alcoholic Beverage Control ("ABC") Board of the District of Columbia is a protest by ANC 2D of the application for a Retailer's License Class C/X filed by Applicant;

WHEREAS, Protestant wishes to assure that Applicant's business operations are not disruptive to the neighborhood nor of concern to its residents;

WHEREAS, Applicant is desirous of being an asset to the neighborhood in which its business operations will be conducted; and,

WHEREAS, Applicant and Protestant are mutually desirous of reaching an accord as to matters concerning the operation of Applicant's business;

NOW THEREFORE, the parties hereto agree as follows:

1. PARKING.

(a) Gangplank Marina Location. Applicant agrees to provide one hundred four (104) spaces for automobiles, parked stadium-style, for its passengers and employees and dedicated solely for Applicant's use, at the Marina. Those spaces shall be available to Applicant pursuant to the terms and conditions set out in the "Amendment to License Agreement" ("Amendment") between Applicant and Marina, and as depicted in a sketch, both of which are attached hereto as Exhibit 1. Applicant agrees that, so long as it is in possession of a valid Retailer's License Class C/X, it will take no action to cancel or otherwise void the Amendment during the term of this Voluntary Agreement.

(b) Applicant agrees that its passengers will pay for parking charges in advance and as a part of the cost of admittance to Odyssey III and that no further charges will be levied on passengers once they arrive at any of the parking locations referenced herein.

(c) Applicant agrees that it will conduct a study of its passengers to determine the manner in which those passengers arrive at Odyssey's dock, i.e., whether by private automobile, taxi, public transportation, etc. Results of the study will be reported to Protestant on December 15th and June 15th of each year. Should the study show, upon review, that the automobile parking provided by Applicant exceeds that reasonably required for use by Applicant's passengers, then the Applicant and Protestant agree that the parking spaces required under this Agreement may be reduced to a mutually agreed upon number.

2. TRAFFIC. Applicant agrees to use its best efforts to control vehicular traffic associated with its business. Applicant states that it has received an oral

commitment from the First District of the Metropolitan Police Department ("MPD") to assist in any way possible in this endeavor, and agrees to work continuously with MPD in this regard. Applicant agrees that it will use its own assigned employees whenever necessary to assist in directing any traffic flow occasioned by Applicant's passengers. Applicant agrees further that it will make a formal request to the WWA that the WWA undertake immediate discussions of joint traffic control for all of the businesses represented through its membership, and will participate to the fullest extent possible in any traffic control plan that the WWA may adopt.

3. BUSES. Applicant agrees that it will take the following steps to prohibit "idling", as that term is defined in 20 DCMR Chapter 1, by any buses used in the transport of Applicant's passengers:

(a) In the circumstance where Applicant contracts directly for bus service, Applicant will require the bus operator to acknowledge in writing its awareness of the penalty provisions set out in 20 DCMR Chapter 1 regarding bus idling and will require further that the operator park its vehicle(s) at one or more of the twenty-seven (27) District Government approved bus holding areas.

(b) In the circumstance where Applicant is aware that its client(s) will contract for bus service without Applicant's involvement, Applicant agrees to: (1) give notice to each client that buses must depart the Marina area immediately after discharging or picking up passengers; (2) advise the client(s) of the 27 approved bus holding locations, referenced above; and, (3) notify the client(s) of the penalty provisions referenced above.

4. **NOISE.** Applicant agrees that it will not broadcast any music, whether live or recorded, from any exterior speaker(s) on the vessel after 10:00 a.m. on any evening. Applicant agrees further that at the end of each cruise, it will make an announcement to its passengers requesting that they exit the vessel quietly in deference to neighborhood residents. Applicant also agrees that it will post, to the extent provided by law and regulation and with the permission of the Marina, at least one (1) sign on the Marina's premises requesting its passengers to exit the neighborhood quietly. Applicant agrees further that it will not cause noise from any live or recorded music on board its ship or at its dock to exceed sound levels permitted under the D.C. Noise Control Act of 1977, as amended. In no case shall Applicant allow noise from any live or recorded music on board its ship or at its dock to exceed sixty-five (65) decibels when measured from a distance of at least fifty (50) feet from the source of the music.

5. **TRASH AND LITTER.** Applicant states that it ~~it~~ uses minimal amounts of disposable paper, plastic products, bottles and cans in the service of its passengers; the majority of Applicant's table service is accomplished through the use of china, linen napkins and glassware. Applicant states further that it has a regular business practice in the other jurisdictions in which it operates of posting its staff at a vessel's gangway to assure that passengers do not disembark carrying glasses, linens or other items which could litter the premises, and agrees to continue that practice at the Marina. Notwithstanding these covenants, Applicant agrees to have a member of its staff regularly inspect its pier and dock area after each cruise for litter or trash and to remove such

immediately. If circumstances warrant, Applicant agrees to request the Marina to install one (1) or more additional dumpsters for its use.

6. EMPLOYMENT OPPORTUNITIES.

(a) Hiring Policy. Applicant states that it presently intends to staff its District of Columbia operations with up to two hundred forty (240) employees, not more than ten percent (10%) of whom will be persons already employed by Applicant. Applicant agrees that the remaining staff positions will be filled by "new hires", i.e., persons needed to begin Applicant's operations and not otherwise employed by applicant as of May 15, 1995. Applicant agrees that any person residing within the boundaries of ANC 2D who applies for employment will be granted an interview to determine his/her capabilities and qualifications for employment.

(b) Recruitment. Applicant agrees that it will recruit for its new hires from the Southwest sector through job advertisements in the community newspaper known as the "Southwester" and through recruitment efforts taken in conjunction with Southwest Community House. Applicant and Protestant both expressly agree and understand that Applicant reserves to itself the right to advertise for employees through any other method or means available to it.

(c) Informational Reports. Applicant agrees to provide to Protestant, not later than September 15, 1995, the position titles of all "new hires" (as that term is defined in Section 6 (a) of this Agreement), employed as of August 1, 1995; a listing, using numerical identifiers, of all ANC 2D residents interviewed for those jobs; a statement of how many ANC 2D residents were hired; and, the total number of District of Columbia

residents hired. Twice a year thereafter, on September 15th and March 15th, the Applicant agrees to provide to the Protestant a report of: the number of persons hired during the applicable six (6) month period; a listing, using numerical identifiers, of all ANC 2D residents interviewed for available jobs; a statement of how many ANC 2D residents were hired for those jobs; and, the total number of District residents hired.

(d) Training Program. Applicant agrees to develop a training program, in conjunction with the D.C. Public Schools, for enrolled students who desire to acquire the skills necessary to be in the hospitality and dining cruise industry. Applicant agrees that successful program graduates of the training program will be offered employment on Odyssey III to the extent that jobs in their skill area and at their skill level are available. Applicant agrees to keep Protestant informed as to the development of the training program. Applicant further agrees to invite the participation of the WWA in the development of the program.

7. GAMING STIPULATIONS. Applicant asserts that it will not allow Odyssey III, or any facilities associated with Odyssey III, to engage in the business of gaming. Applicant agrees that it will not operate any games of chance or games of skill, nor provide nor install any mechanical gaming devices, on Odyssey III or on the premises where Odyssey III is docked. Notwithstanding the foregoing, Applicant and Protestant expressly agree and understand that Applicant may allow charitable gaming, as authorized by Title 2 of the D.C. Code, to occur on board Odyssey III no more than twelve times in any calendar year.

8. EFFECTIVE DATE. This Agreement shall become effective immediately and remain in effect for the duration of this license period upon the re-issuance of a retailer's C/X license to licensee. ~~This Agreement shall not become binding if ANC 2D has not withdrawn its protest at the August Roll Call Hearing. This Agreement shall also not become effective if the ANC 2D has not signed it (as appropriate by their own rules and regulations and returned it to Odysseus Casino by July 31, 1997.~~

Rw- / W

9. OTHER REMEDIES. This Agreement shall not preclude Protestant from exercising any other rights under the ABC Act or Regulations, nor from challenging Applicant's compliance with any other District of Columbia laws or regulations not covered in this Agreement.

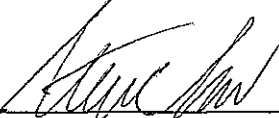
10. WITHDRAWAL OF PROTEST. In consideration of, and in reliance upon, the above-stated covenants and promises, and with the understanding that such stated conditions will be made part of Applicant's ABC license, Protestant does hereby withdraw its objections to the pending renewal. ~~Should any protest of any kind by ANC 2D be in effect with the ABC Board at the August Roll Call Hearing, this Agreement is void.~~

Rw- / W

IN WITNESS WHEREOF, the parties have affixed hereto their hands and seals.

FOR APPLICANT:

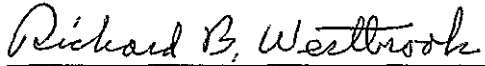
PREMIER YACHTS, INC.
t/a ODYSSEY CRUISES



Steven Glass, General Manager

DATE: 8/12/97

FOR ANC 2D:



~~Linda S. Eckles, Chairwoman~~
Richard Westbrook
Vice Chairperson

DATE: -